



AllergyWise[®] Online Training

Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply the AllergyWise[®] Online Training on our website www.anaphylaxis.org.uk (our site) to you. Please read these terms and conditions carefully before undertaking the AllergyWise[®] Online Training from our site. You should understand that by registering for the AllergyWise[®] Online Training, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to undertake the AllergyWise[®] Online Training from our site.

1. INFORMATION ABOUT US

1.1 www.anaphylaxis.org.uk is a site operated by Anaphylaxis UK (**we**). We are registered in England and Wales under company number 04133242 and are a charity registered in England and Wales under charity number 1085527 & Scotland SC051390. and with our registered office at 96a High Street, Frimley, Surrey, GU16 7JE. All AllergyWise[®] online training payments are made through Anaphylaxis UK Trading Ltd company number 14399581. Our main trading address is 96a High Street, Frimley, Surrey, GU16 7JE. Our VAT number is GB 435 3694 79

2. DEFINITIONS AND INTERPRETATION

2.1 In these Conditions the following expressions have the following meanings:

AllergyWise[®] Online Training	the online training of such name established by us which facilitates online training on managing serious allergies
Commencement Date	the date you first log onto the AllergyWise [®] Online Training program
Contract	means the contract between us and you in relation to the Services and the Agreement entered into pursuant to condition 5
Copyright	all copyright and rights in the nature of copyright subsisting in the Course Content in any part of the world to which Anaphylaxis UK is, or may become, entitled



Course Content	the content made available by Anaphylaxis UK from time to time, through DropBox or such other channels as Anaphylaxis UK specifies from time to time
Fee	the fee set out on the Order Form
Agreement	the agreement set out in condition 11
Services	the services to be provided by us pursuant to the Contract
Term	a period of twelve months starting on the Commencement Date

2.2 The headings to these Conditions are not to affect the construction or interpretation of the Contract.

2.3 The singular includes the plural and vice-versa in the Contract.

2.4 References to "writing" or in the Contract include e-mail

3. YOUR STATUS

By placing an order through our site, you warrant that:

3.1 you are legally capable of entering into binding contracts; and

3.2 you are accessing our site from that country.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 The contract is formed once payment has been accepted on our online training platform.

5. CONSUMER RIGHTS

5.1 You will not have any right to cancel the Contract where you have logged onto the AllergyWise[®] Online Training website using your own individual log-on and password as this will constitute unsealing the product and no cancellation is permitted once the product has been unsealed.

6. PRICE AND PAYMENT

6.1 The price will be as quoted on our site from time to time, except in cases of obvious error.



6.2 Payment can be by credit, debit card or invoice. When payment is by invoice, the invoice has to be settled before access to the course is granted.

7. TERM

7.1 The agreement shall subsist for the Term and the Contract will automatically terminate at the end of the Term.

8. SERVICES AND FEES

8.1 In consideration of the payment by you of the Fees, we will authorise the Agreement to you and provide or procure the provision of the Services during the Term.

9. ACCESS

9.1 We will provide or procure access to the AllergyWise® Online Training via the internet during the Term.

9.2 You will be required to set up an individual log-on and password in order to access the AllergyWise® Online Training.

9.3 You must keep your individual log-on and password confidential and not disclose it to any third party.

9.4 We will on occasion need to prevent access to the AllergyWise® Online Training in order for maintenance or other work to be carried out but will use reasonable endeavours to warn you.

9.5 Access to AllergyWise® Online Training may be prevented by reason of events beyond our control but in such cases we will use reasonable endeavours to restore it as soon as possible.

10. USE OF CONTENT

10.1 You agree to indemnify us in respect of all damages, losses and expenses arising as a result of any action or claim that the Content or any other material posted to, linked to, or sent from the AllergyWise® Online Training by you constitutes Inappropriate Content.

10.2 Materials provided in the course that are intended for cascading training to others are protected by copyright. Materials produced by us and/or presented in our training courses are and shall remain our absolute property.

10.3 You must not disclose or use the Materials without our permission for any other purpose than training staff in your organisation. All training must be without charge to the participant.



- 10.4 . If these materials are amended by you for use in training others, you may not use the Anaphylaxis UK name or logo to associate the organisation with your training materials unless given explicit permission by us in writing. If you wish to add to the training PowerPoint provided this must be on a blank, unbranded slide.
- 10.5 The training PowerPoint provided is available to use for 12 months from the date of purchase and will display an academic year within the PowerPoint header. This must not be removed. After the 12 months, you are no longer able to use the PowerPoint training presentation.
- 10.6 Allergywise[®] for School Nurses only: satisfy such requirements in respect of quality assurance, course reviews and evaluations as Anaphylaxis UK specifies from time to time

11. AGREEMENT

- 11.1 Subject to you paying the Fee, we grant to you for the Term a limited, non-exclusive agreement for you to use the AllergyWise[®] Online Training in accordance with the Contract.
- 11.2 All rights in respect of the AllergyWise[®] Online Training not expressly agreed with you under these Conditions are reserved to us and you agree not to take any action with respect to the AllergyWise[®] Online Training which is not expressly authorised under these Conditions.
- 11.3 You do not have the right to use, incorporate into other products, copy, modify, translate or transfer to any other system or platform any part of the AllergyWise[®] Online Training or any modification, adaptation or copy of the AllergyWise[®] Online Training or any part thereof, nor to decompile, reverse engineer, or disassemble any of the software inherent to or otherwise forming part of the AllergyWise[®] Online Training, either in whole or in part, except as expressly provided in these Conditions.
- 11.4 If you are in breach of condition 12.1 or condition 12.2, the Agreement will automatically terminate.
- 11.5 You may not lease, sub-license, sell, assign or otherwise transfer the Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 You acknowledge that all intellectual property rights in or relating to the AllergyWise[®] Online Training (except the Content) are and will remain the exclusive property of Anaphylaxis UK.
- 12.2 We grant to you a non-exclusive agreement during the Term to use such intellectual property rights to the extent required to use the AllergyWise[®] Online Training in accordance with the Contract.





13. LIMITATION OF LIABILITY

- 13.1 We do not exclude our liability to you for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.
- 13.2 We give no warranties or representations with respect to the AllergyWise[®] Online Training or its content and, except as set out in condition 14.1, hereby exclude all conditions and warranties which, but for such exclusion, would or might subsist in favour of you.
- 13.3 Subject to condition 14.1, we will be under no liability to you for any direct, indirect or consequential loss (all three of which terms herein include, without limitation, pure economic loss, loss of revenue, loss of business, loss of data, loss of savings, depletion of goodwill and like loss) arising out of or in connection with:
- (a) the AllergyWise[®] Online Training or its content or the non-availability or failure of the AllergyWise[®] Online Training;
 - (b) the AllergyWise[®] for School Nurses Online Training or the Train the Trainer materials
 - (c) any breach by us of the Contract.
- 13.4 Subject to condition 14.1 and without prejudice to conditions 14.2 and 14.3, our aggregate liability under these Conditions for any injury, direct, indirect or consequential loss (other than for death or personal injury caused by our negligence as defined in section 1 Unfair Contract Terms Act 1977) will be limited to the total Fees paid by you.

14. CONFIDENTIALITY

- 14.1 The structure, organisation and source code of the AllergyWise[®] Online Training are proprietary confidential information of us and you agree not to provide or disclose, any such information or other information of a confidential nature concerning the AllergyWise[®] Online Training in whole or in part to any third party both during the Term and after it.
- 14.2 The provisions of condition 15.1 will not apply to any information which is:
- (a) lawfully obtained free of any duty of confidentiality (otherwise than directly or indirectly from us);
 - (b) already in our possession, provided that you can show such possession from written records (other than as a result of a breach of this condition 15); or
 - (c) which you can demonstrate is in the public domain (other than as a result of a breach of this condition 15).





14.3 To the extent that any information is necessarily disclosed pursuant to a statutory or regulatory obligation or court order such disclosure will not be a breach of this condition 16.

15. ENTIRE AGREEMENT

15.1 These Conditions contain all the terms and conditions which we have agreed in relation to the Contract and supersede any prior written or oral, representations, warranties and agreements between us.

15.2 We each acknowledge and agree that in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any representation, warranty or agreement of any person (whether party to this agreement or not) other than as expressly set out in this agreement.

15.3 Nothing in this condition 15 shall operate to limit or exclude any liability for fraud.

16. GOVERNING LAW AND JURISDICTION

16.1 The Contract will be governed by the law of England and the courts of England will have non-exclusive jurisdiction in respect of disputes relating to the Contract.

17. DATA PRIVACY

Your information and our confidentiality: We will only use or disclose your Confidential Information to deliver the training courses, or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did for you.

We will process your own Personal Data in line with our Data Privacy Policy. A link to our Data Privacy Policy can be found on our website.

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